# State of Vermont

Dept of Buildings & General Svcs Office of Purchasing & Contracting 1078 US Rte 2 - Middlesex Montpelier VT 05633-7501 USA

> Vendor ID 0000000967 Fireprotec 226 S Oak Circle Dr Colchester VT 05446 USA



ſ	Contract ID		Page
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Γ	Contract Dates		Origin
	07/14/2008 to	07/14/2010	CP
Γ	Description:		Contract Maximum
	CP FIRE EXTIN	<b>GUISHERS &amp; SERVIC</b>	\$99,999,999.00
Γ	Buyer Name	Buyer Phone	Contract Status
П	Smith, Steven D	828-4681	Approved

Phone #: 802-655-7070

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
Line # Item ID	item bese	00111	1 1100	Qty	Aiit
1	FIRE EXTINGUISHERS PER THE ATTACHED LIST. MFR: ANSUL WARRANTY: SIX YEARS FIRE EXTINGUISHER PRICING IS BASED ON CURRENT MANUFACTURER'S LIST PRICE LESS 50% CLEAN AGENTS PRICING IS BASED ON CURRENT MANUFACTURER'S LIST PRICE LESS 45%.	EA	0.01000	0.00	0.00
2	FIRE EXTINGUISHER PARTS AND ACCESSORIES ANSUL VEHICLE BRACKETS - CURRENT LIST PRICE LESS 45%. PUBLISHED CATEGORY 10 PARTS PRICE LISTING - 15% DISCOUNT	EA	0.01000	0.00	0.00
3	FIRE EXTINGUISHER SERVICES PER THE ATTACHED LIST. CONTRACTOR WILL APPLY A 15% DISCOUNT ON ALL OF THEIR ESTABLISHED SERVICE AND LABOR PRICING. PRICING ON ATTACHED LIST REPRESENTS THE DISCOUNTED PRICE OF 15%.	EA	0.01000	0.00	0.00

ONLY THE HALON 1211 ANNUAL INSPECTION SERVICES IS PART OF THIS CONTRACT. NO OTHER HALON 1211 SERVICE IS OFFERED AS THESE EXTINGUISHERS SHOULD BE REPLACED WITH NEWER ENVIRONMENTALLY PREFERABLE EXTINGUISHERS WHENEVER THE SIX YEAR MAINTENANCE, HYDRO TESTING OR RECHARGING IS REQUIRED.

MINIMUM SITE SERVICE CALL FEE OF \$35.00 WOULD BE APPLIED TO THE FOLLOWING BILLING CIRCUMSTANCES.

- 1. CUSTOMER SITE ANNUAL SERVICE CALLS WHERE THE TOTAL OF BILLABLE CHARGES FOR INSPECTIONS, SERVICES, PARTS, AND NEW PURCHASES, IS LESS THAN THE \$35.00 MINIMUM. IN SUCH A CASE THE CLIENT SITE WOULD BE BILLED A FLAT \$35.00 MINIMUM FEE IN LIEU OF THE INDIVIDUAL SERVICE CHARGES.
- 2. CUSTOMER SITE ANNUAL SERVICE CALLS WHERE CLIENT HAS MULTIPLE SITES BEYOND A 1 MILE RADIUS REQUIRING TRAVEL TO THESE SPECIFIC SITE LOCATIONS AND ONE OR MORE SITES HAS BILLABLE CHARGES FOR INSPECTIONS, SERVICES, PARTS, AND NEW PURCHASES, IS LESS THAN THE \$35.00 MINIMUM. IN SUCH A CASE THE CLIENT SITES WITH LESS THAN \$35.00 IN CHARGES WOULD BE BILLED A FLAT \$35.00 MINIMUM FEE IN LIEU OF THE INDIVIDUAL SERVICE CHARGES.
- 3. CUSTOMER REQUESTED SITE SERVICE CALLS WHERE THE TOTAL OF BILLABLE CHARGES FOR THE WORK REQUESTED IS LESS THAN THE \$35.00 MINIMUM. IN SUCH A CASE THE CLIENT SITE WOULD BE BILLED A FLAT \$35.00 MINIMUM FEE IN LIEU OF THE INDIVIDUAL SERVICE CHARGES.

MINIMUM SITE SERVICE CALL FEE WOULD NOT APPLY UNDER THE FOLLOWING CONDITIONS:

- 1. CUSTOMER SITE ANNUAL SERVICE CALLS WHERE MULTIPLE AGENCY SITES ARE LOCATED WITHIN A 1 MILE RADIUS AND SCHEDULED FOR SERVICE DURING THE SAME SERVICE CALL. AN EXAMPLE MIGHT BE FACILITIES SUCH AS THE WATERBURY COMPLEX WHERE CONTRACTOR MAY SCHEDULE AN ANNUAL MAINTENANCE INVOLVING NUMEROUS AGENCY SITES WITHIN THE SAME COMPLEX. IN SUCH CASES THE AGENCY WOULD BE BILLED ONLY FOR SERVICES RENDERED AT THE CONTRACT RATES WITHOUT MINIMUM FEES APPLIED.
- 2. REGULARLY SCHEDULED SERVICE CALLS TO STATE AGENCY CUSTOMER LOCATIONS. CONTRACTORS' PRACTICE IS TO ARRANGE BY MUTUAL AGREEMENT FOR REGULAR STOPS (SERVICE CALLS) TO PRIMARY AGENCY SITES WHERE SERVICE WORK IS COLLECTED. AN EXAMPLE MIGHT BE THE BUILDING DEPARTMENT'S PRIMARY REGIONAL LOCATIONS WHERE CONTRACTOR MIGHT CALL MONTHLY TO CHECK FOR SERVICE WORK SUCH AS REFILLS AND REPAIRS. IN SUCH CASES WHERE THE WORK PERFORMED AT SUCH A STOP IS LESS THAN \$35.00 NO MINIMUM SERVICE CHARGES WOULD BE APPLIED AND THE CLIENT WOULD BE BILLED FOR SERVICES RENDERED AT STATE CONTRACT RATES.

ALL PRICING AND LABOR RATES ARE BASED ON WORK TO BE PERFORMED DURING NORMAL WORKING HOURS MONDAY THROUGH FRIDAY BETWEEN 7 AM AND 5 PM. SERVICE REQUESTED OUTSIDE OF NORMAL WORKING HOURS WILL BE SUBJECT TO OVERTIME RATES EQUAL TO 1.5 TIME FOR NIGHTS AND SATURDAY AND DOUBLE TIME FOR SUNDAYS AND HOLIDAYS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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> Vendor ID 0000000967 Fireprotec 226 S Oak Circle Dr Colchester VT 05446



Contract ID		Page
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Contract Dates		Origin
07/14/2008 to 07/1	4/2010	CP
Description:		Contract Maximum
CP FIRE EXTINGUI	SHERS & SERVIC	\$99,999,999.00
Buyer Name	Buyer Phone	Contract Status
Smith.Steven D	828-4681	Approved

Phone #: 802-655-7070

Line # Item ID Item Desc UOM Price Qty Amt
SCOPE OF CONTRACT: TO PROVIDE VARIOUS TYPES OF FIRE EXTINGUISHERS, PARTS & REFILLS, REPAIR/MAINTENANCE AND
INSPECTION OF FIRE EXTINGUISHERS TO VARIOUS STATE AGENCIES WITHIN VERMONT.

CONTRACT PERIOD: JULY 14, 2008 - JULY 14, 2010, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

VENDOR CONTACT INFORMATION: TEL.#800-322-7999 OR 802-655-7070

TERMS OF SALE: NET 30 DAYS

THIS CONTRACT DOES NOT COVER THE MONTHLY VISUAL INSPECTION OF FIRE EXTINGUISHERS.

ALL SERVICE PRICING AND LABOR RATES ARE BASED ON WORK TO BE PERFORMED DURING NORMAL WORKING HOURS MONDAY THROUGH FRIDAY BETWEEN 7AM AND 5PM. SERVICE REQUESTED OUTSIDE OF NORMAL WORKING HOURS WOULD BE SUBJECT TO OVERTIME RATES EQUAL TO 1.5 TIME FOR NIGHTS AND SATURDAY AND DOUBLE TIME FOR SUNDAYS AND HOLIDAYS.

**BILLING TERMS: NET 30 DAYS** 

CONTRACTOR WILL HONOR THE MANUFACTURERS SIX YEAR WARRANTY ON NEW EQUIPMENT.

CONTRACTOR WILL PROVIDE A ONE YEAR PRESSURE WARRANTY ON ALL EXTINGUISHERS RECHARGED. THIS WARRANTY REQUIRES THAT CONTRACTOR BE NOTIFIED OF LEAKAGE WITHIN ONE YEAR OF LAST RECHARGE AND SAFETY SEAL INSTALLED AT THE TIME OF SERVICE HAS NOT BEEN BROKEN.

THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT IN PERFORMING ALL OPERATIONS IN CONNECTION WITH THE ANNUAL INSPECTIONS, HYDROSTATIC TESTING, MAINTENANCE, RECHARGING AND REPAIRS TO ALL AGENCY OWNED FIRE EXTINGUISHERS AT THE VARIOUS LOCATIONS.

CONTRACTOR SHALL BE FACTORY AUTHORIZED TO PERFORM REPAIR, MAINTENANCE, AND INSPECTION OF FIRE EXTINGUISHERS OR FIRE PROTECTION SYSTEMS ON EQUIPMENT LISTED. ONLY AUTHORIZED FACTORY PARTS SHALL BE USED.

ALL REPAIRS, SERVICE, TESTING AND CERTIFICATION SHALL BE ACCOMPLISHED IN A PROFESSIONAL WORKMAN LIKE MANNER, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND SUBJECT TO THE TERMS AND CONDITIONS OF THE AWARD, MANUFACTURER'S RECOMMENDED PROCEDURES, APPLICABLE STATE OF VERMONT FIRE CODES, (STANDARD) NFPA-10, APPLICABLE OSHA REGULATIONS, APPLICABLE DOT REGULATIONS AND APPLICABLE FEDERAL REGULATIONS.

ALL REPAIRS SHALL BE PRE-APPROVED, BY THE DESIGNATED SITE CONTACT PERSON.
THE CONTRACTOR WILL CALL EACH LOCATION FORTY-EIGHT (48) HOURS IN ADVANCE BEFORE TESTING THAT LOCATION TO INSURE ALL FIRE EXTINGUISHERS ARE MADE AVAILABLE FOR SUCH INSPECTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REPLACEMENT EXTINGUISHERS OF EQUAL SIZE AND TYPE, AT EACH SITE, WHILE AUTHORIZED REPAIRS ARE COMPLETED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING EACH DESIGNATED SITE CONTACT PERSON WITH THE SERIAL NUMBER OF ANY FIRE EXTINGUISHER(S) REMOVED FROM THE SITE FOR REPAIRS AND / OR ANY OTHER REASON. ALL FIRE EXTINGUISHERS SHALL BE RETURNED TO THEIR PROPER LOCATION(S) PRIOR TO SUBMISSION OF INVOICE(S) FOR PAYMENT.

ALL REPAIRS AND REPLACEMENT OF AUTHORIZED PARTS SHALL BE NEW AND THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURES AND ( STANDARD ) NFPA-10.

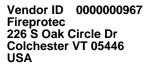
THE CONTRACTOR SHALL GUARANTEE ALL MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, ONLY AFTER ACCEPTANCE BY THE USING AGENCY.

UPON COMPLETION OF REPAIRS AND TESTING, THE EQUIPMENT SHALL BE TAGGED IN ACCORDANCE WITH (STANDARD) NFPA-10, CHAPTER 4 & 5.

THE CONTRACTOR IS PROHIBITED FROM DISPOSING OF ANY OZONE DEPLETING SUBSTANCES BY DIRECT RELEASE INTO THE ATMOSPHERE. THE CONTRACTOR SHALL EMPLOY RECYCLING AND OTHER CONSERVATION PRACTICES APPLICABLE TO THE STATE OF

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	Description:		Contract Maximum	
	CP FIRE EXTINGUISHERS & SERVIC		\$99,999,999.00	
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ı	Smith.Steven D	828-4681	Approved	

Phone #: 802-655-7070

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

VERMONT

AND THE FEDERAL GOVERNMENT TO THE UTMOST OF THEIR EFFICIENCY.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/07 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

USAGE REPORTING: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIODS.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD REPORT DUE
JANUARY 1 -MARCH 31 APRIL 15
APRIL 1 - JUNE 30 JULY 15
JULY 1 - SEPTEMBER 30 OCTOBER 15
OCTOBER 1 - DECEMBER 31 JANUARY 15

CONTRACTOR CURRENTLY ACCEPTS THE VISA PURCHASING CARD AS A FORM OF PAYMENT. NO ADDITIONAL DISCOUNT IS OFFERED FOR THE USE OF THE VISA PURCHASING CARD AS A FORM OF PAYMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STEVE SMITH PURCHASING AGENT 802-828-4681 FAX 802-828-2222 steven.smith@state.vt.us

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FIRE EXTINGUISHERS AND RELATED SERVICES ISSUED 02/07/2008 AND VENDOR'S RESPONSE DATED 02/28/2008.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING

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Contract ID Page 000000000000000000013563 4 of **Contract Dates** Origin 07/14/2008 to 07/14/2010 CP Description: **Contract Maximum** CP FIRE EXTINGUISHERS & SERVIC \$99,999,999.00 **Buyer Name Buyer Phone** Contract Status Smith, Steven D 828-4681 Approved

Phone #: 802-655-7070

Line # Item ID Item Desc UOM Price Qty Amt
AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR
QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND
RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

#### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: